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Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

ANDREA RIDGELL, on behalf of
herself and others similarly situated
Plaintiff,

v.

FRONTIER AIRLINES, INC. a
Colorado corporation; AIRBUS S.A.S.,
a foreign corporation doing business in
the State of California; AIRBUS
GROUP HQ INC., a corporation doing
business in the State of California
Defendants.

**Case No.: 2:18-CV-04916 PA (AFMx)
PLAINTIFF'S REQUEST FOR
JUDICIAL NOTICE/DECLARATION
OF KILEY LYNN GROMBACHER
IN SUPPORT OF *EX PARTE*
APPLICATION FOR RELIEF
FROM DEADLINES IMPOSED BY
LOCAL RULE 23-3**

DECLARATION OF KILEY LYNN GROMBACHER

I, Kiley Lynn Grombacher, declare as follows:

1. I am an attorney duly admitted to practice law before this Court and I am a member in good standing of the State Bar of California, the State Bar of Tennessee, and in the Third and Ninth Circuits.

2. I am a named partner at Bradley/Grombacher, LLP counsel for Andrea Ridgell (“Plaintiff”).

3. In my capacity as counsel, I have been actively involved with all aspects of this litigation. Accordingly, I have personal knowledge of all the matters set forth herein, and if called, I could and would competently testify to the following:

4. I submit this declaration in support of Plaintiffs’ Administrative Motion for Relief from the 90-day deadline imposed by United States District Court, Central District of California Local Rule (“L.R.”) 23-3.

RELEVANT PROCEDURAL HISTORY

5. Plaintiff filed this action on June 1, 2018.

6. Pursuant to Local Rule 23-3, the deadline for the filing of Plaintiff’s motion for class certification is currently September 13, 2018.

7. Plaintiff served defendant Frontier on or about June 15, 2018.

8. As a professional courtesy to Frontier, Plaintiff stipulated to provide Frontier an additional thirty-nine (39) days in which to file an answer to the complaint. Frontier filed an answer to the complaint on August 14, 2018.

9. Plaintiff voluntarily dismissed defendant Airbus Group HQ, Inc., pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(i) on July 16, 2018.

10. Given that defendant Airbus S.A.S. (“Airbus”) is a foreign corporation, service must be effectuated through protocols established by the Hauge Convention.

11. Shortly after filing, Plaintiff caused the complaint and all initiating documents to be translated into French.

1 manufacture of the subject aircrafts. Such information will be relevant to foundational certification
2 factors such as commonality, typicality and predominance.

3 23. Given the complexity of the claims alleged and procedural posture of this litigation,
4 relief from the certification deadline imposed by Local Rule 23-3 is merited.

5 I declare under penalty of perjury under the laws of the United States of America that the
6 foregoing is true and correct and is based upon my own personal knowledge. Executed in Westlake
7 Village, California on August 28, 2018.

8 /s/Kiley Lynn Grombacher
9 Kiley Lynn Grombacher